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EXECUTIVE SECRETARY

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January 24, 2001

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *In the Matter of Notice of Rulemaking Amendment of Regulations For Telephone Service Providers*
Docket No. 00-00873

Dear Mr. Waddell:

Enclosed for filing are Industry Member's suggested revisions to the proposed rules which will be addressed during Workshop II. No rules other than those specifically referred to in the filing have been addressed, nor should any inferences be made from these suggestions as to such remaining rules.

This filing was the result of a conference call and discussion among the listed Industry Members. Because of the wide range of interests of the parties, complete consensus was neither expected nor achieved. However, the Members were able to agree on a large number of issues that are memorialized in the consensus filing. The Members submit they should be given great weight as they are the result of agreements between parties with disparate and, often times, conflicting interests.

One caveat should be noted, however. Given the breadth of the subject matter covered, there were some issues that, although the parties recognized a need for change, the specifics of such change could not be fully resolved in the time allowed. Thus, an attempt was made by the drafting party to propose a resolution in the consensus draft. These draft proposals may not satisfy all parties and they are free to make and should present their position on any such matter. Again, because of the schedule we are under, there was simply insufficient time to make sure all of these issues were, or could be, resolved. Further, as noted in the Suggested Revisions, the fact that a particular provision of these rules is neither underlined nor stricken through is not an indication that an Industry Member does not object to that provision. Rather, it may only indicate that the Industry Members were unable to reach a consensus as to how the provision(s) should be modified.

Mr. David Waddell, Executive Secretary
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The end result is that the members have undertaken in good faith to resolve those issues that could be resolved and, failing that, are providing under separate cover their individual responses to the portion of the proposed rule in issue.

With the foregoing predicate, the Industry members would make one final point: The Industry members believe that we have made a substantive and important effort in reaching the consensus revisions and that they should be recognized and acted upon as such.

On behalf of the Industry Members,

Very truly yours,

A handwritten signature in black ink, appearing to read "Charlie Howorth". The signature is fluid and cursive, with a large initial "C" and a stylized "H".

Charles L. Howorth, Jr.

Enclosures

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

Re: In the Matter of Notice of Rulemaking Amendment of Regulations for Telephone Service Providers

Docket No. 00-00873

**INDUSTRY MEMBERS' CONSENSUS SUGGESTED REVISIONS TO
THOSE PROVISIONS OF THE PROPOSED RULES THAT
WILL BE ADDRESSED DURING WORKSHOP II**

Pursuant to the Order the Hearing Officer entered in this docket on December 15, 2000, the following entities ("Industry Members") have jointly reviewed those provisions of the proposed rules that will be addressed during Workshop II on January 30, 2001¹:

Ardmore Telephone Company, Inc.
ASCENT
AT&T
BellSouth Telecommunications, Inc.
CenturyTel of Adamsville, Inc.
CenturyTel of Clairborne, Inc.
CenturyTel of Ooltewah-Collegedale, Inc.
Citizens Communications
Crockett Telephone Company, Inc.
Loretto Telephone Company, Inc.
MCI WorldCom, Inc.
NewSouth Communications Corporation
Peoples Telephone Company
SECCA
Sprint Communications Company L.P.
TDS Telecom
Time Warner Telecommunications
United Telephone Company
United Telephone-Southeast
U.S. LEC
West Tennessee Telephone Company, Inc.
XO Communications

¹ e.spire has recently notified the Industry Members that it has decided not to participate in the Workshops.

This document sets forth the Industry Members' consensus suggested revisions to the proposed rules as follows.

I. EXPLANATION OF CONSENSUS SUGGESTED REVISIONS

Each proposed rule that will be addressed during Workshop II is set forth below. To the extent that the Industry Members have reached a consensus regarding proposed revisions to these rules, the proposed revisions are indicated by either striking through language that should be deleted from these proposed rules or by underlining language that should be added to these proposed rules. The fact that a particular provision of these rules is neither underlined nor stricken through is not an indication that an Industry Member does not object to that provision. Rather, it may only indicate that the Industry Members were unable to reach a consensus as to how the provision should be modified. In such instances, each Industry Member reserves the right to address such provisions during Workshop I and to file written comments regarding such provisions.

II. CONSENSUS SUGGESTED REVISIONS

1220-4-2-.04 Customer Refunds for Service Outages ²

In the event the customer's local service is interrupted by other than the negligent or willful act of the customer, by an act of a party other than the local telecommunications service provider, or by an act of nature or civil disturbance and it remains out for 24 hours after being reported, telecommunications service providers shall, upon request of the customer and within two billing cycles of the date of the interruption, automatically credit on the following month's bill, credit the customer's account in an amount equal to the pro-rata amount of the fixed monthly charges involved for the service and facilities rendered inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to the telecommunications services

² Time Warner feels strongly that this rule should only apply to residential customers. Further, Time Warner believes that the industry proposed rewrite arguably expands the scope of the rule and suggests the following: "In the event a residential customer's local service...." The balance of the rule would then read as proposed by the industry.

~~provider. \$5.00 per day until the service is restored, unless a more liberal credit is allowed under the Telecommunications Service Provider's tariffs. The credit in any one month shall not exceed \$50.00.~~

1220-4-2-.05

Customer Deposits

- (1) No security deposit shall be required as a condition for service other than as provided in local Telecommunications Service Provider tariffs on file with the Authority. The maximum amount for Ddeposits shall be calculated on the amount of security needed to ensure payment of an average of two (2) months local service charges, if the customer agrees to subscribe to a toll blocking service.
- (2) Deposits, plus interest, shall either be refunded to the customer or credited to the customer's outstanding bill if the customer has established a satisfactory payment history or when service is terminated. A satisfactory payment history is where the customer has paid their telephone bill on time for 11 out of 12 months and has not had their service disconnected for non-payment or made payment with a check with insufficient funds.
- (3) Deposits shall accrue at a simple interest rate of 6% annually.

1220-4-2-.06

Disconnection of Local Service

- (1) Local service may be refused or discontinued for any of the reasons listed below:
 - (a) For non-payment of ~~the undisputed charges for regulated services local services portion.~~ (including regulated optional services). ~~provided by the customer's telecommunications service provider of the telephone bill.~~ Disconnection for this cause requires ~~a ten (10) day~~ at least five (5) day prior written notice to the customer except in extreme cases as identified in 1220-4-2-.06 (1) (b)(e) and ~~(e)~~(f).
 - (b) Customer use of equipment in such manner as to adversely affect the Telecommunications Service Provider's ability to provide service to other customers.
 - (c) Customer violation of any state or municipal law, ordinance, ~~or approved~~ tariff, or regulation pertaining to telephone services.
 - (d) Failure to provide the Telecommunications Service Provider with reasonable access to its equipment.
 - (e) Unauthorized or fraudulent use of telecommunications service.

- (f) In the event of a condition determined by the Telecommunications Service Provider to be hazardous or dangerous.
- (2) The following shall not be grounds for the disconnection or denial of local telephone service.
 - ~~(a) Non payment of toll service or any unregulated charges, such as yellow page advertising, telephone equipment, Internet service and 900 pay per call services, appearing on the customer's telephone bill.~~
 - (b) Delinquency in payment of a previous bill by a present occupant who was delinquent at another address and subsequently joined the household of a customer in good standing.
 - ~~(c) Failure to pay the bill of another customer as guarantor thereof.~~
 - (d) Failure to pay for business service at a different location and different telephone number shall not constitute sufficient grounds to disconnect or refuse residential service.
- (3) Disconnection of local service shall adhere to the following procedures:
 - ~~(a) No local service shall be disconnected on a day the telecommunications service provider's business office is closed or on a day preceding a day the business office is closed.~~
 - ~~(c) a~~ (a) Disconnection of local service shall only occur during the hours on a day the telecommunications service provider has personnel available to accept payment and reconnect service.
 - (b) Disconnection of local service for non-payment of services as specified in 1220-4-2-.06(1) shall only occur after the affected customer has received ~~a ten (10)~~ at least five (5) days written notice of the pending disconnection, ~~unless the customer is receiving Lifeline assistance. Lifeline customers shall receive a written notice of 15 days prior to disconnection.~~

1220-4-2-.07 Disconnection of Service to a Reseller by an Underlying Carrier

- (1) The following steps shall be taken when an underlying carrier denies service to a local ~~or long distance~~ reseller:
 - (a) The underlying carrier shall provide no less than a thirty (30) days written notice to the reseller that service will be terminated on a date certain. ~~if~~

~~actions are not taken by a date certain to rectify any of the conditions for disconnection found in 1220-4-2-.06 (1).~~

- (b) The underlying carrier shall provide to the Authority a five (5) day notice of the pending disconnection of the reseller along with the reason(s) for the action.
- (c) It is the responsibility of each reseller to notify its customers either in writing or by voice communications no less than ten (10) days prior of the pending disconnection of its service and advise its customers of their need to select another service provider.
- (d) The reseller shall refund to its customers any credits due as a result of the disconnection of service within thirty (30) days of termination of the service.
- (e) The underlying carrier shall provide a soft dialtone, where available, to the customers of the reseller for at least 15 days following upon disconnection of the reseller's service. ~~until said customer selects another local provider~~

1220-4-2-.08

Privacy of Customer Information

- ~~(1)~~ In recognition of customer privacy, telecommunications service providers are ~~prohibited from disclosing information about the customer such as name, address, calling habits or any other such information to any other person or entity without the prior approval of the customer, unless otherwise ordered by the Authority required to comply with the provisions of 47 U.S.C. §222 and with and any applicable judicial or regulatory orders interpreting or implementing that statute.~~
- ~~(2) Telecommunications service providers are required to exclude, without charge, the customer's name, address and telephone number and any other such personal information from its directory and directory information service when requested by the customer.~~

1220-4-2-.14

Payment for Services

- (1) ~~Telecommunications service providers shall provide, upon request, a deferred payment plan that will allow a customer to make payment by installments when such customer is unable to pay the amount due for service. The deferred payment plan may require the customer to maintain his/her account current and make equal payments that will payoff the outstanding balance within an agreed period time period that should not exceed six (6) months, unless circumstances warrant additional time.~~

- (2) Each telecommunications service provider shall provide a variety of bill payment options to its residential customers including payment by check, money order ~~and or credit card. The Telecommunications Service Provider shall assess no additional fee to the customer for utilizing bill payment options.~~
- (3) Any partial payment of a bill by a customer shall first go toward the ~~basic local service charges~~ undisputed charges for regulated services (including optional services), and then toward undisputed charges for unregulated services.
- (4) Telecommunications service providers under or over billing shall recover from or refund to their end user customers no more than two (2) years for previous service charges.
- (5) Each telecommunications service provider shall allow its customers no less than ~~twenty (20)~~ nineteen (19) days from the date of the bill to pay the balance before such bills are considered delinquent.
- (6) No less than ~~ten (10)~~ five (5) days prior to disconnection of local service for non-payment telecommunications service providers shall notify the customer in writing that their bill is delinquent, as defined in 1220-4-2-.14(5), and subject to be disconnected by a date certain.

CERTIFICATE OF SERVICE

I hereby certify that on January 24, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

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